

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 07-252**

The City of Lincoln intends to enter into a contract and invites submittal of a sealed proposal for:

**FUND DEVELOPMENT COORDINATOR
(FUNDRAISING CONSULTANT)**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon on **Wednesday, August 29, 2007** in the office of the Purchasing Agent, located at 440 South 8th Street, Suite 200 Lincoln, Nebraska 68508. Proposals will be publicly opened and only the names of those submitting will be read, not their proposed fees.

Bid specification may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid, select current year, select bid specification. Prospective submitters must monitor the bid listing for any addendums.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

PROPOSAL
SPECIFICATION NO. 07-252
OPENING TIME: 12:00 NOON
DATE: Wednesday, August 29, 2007

The undersigned signatory, having full knowledge of the requirements of the City of Lincoln for the below listed item/s and the contract documents (which include Request Proposal, instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City for the below listed item/s for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

THE REQUIREMENTS FOR:
FUND DEVELOPMENT COORDINATOR SERVICES
(FUNDRAISING CONSULTANT)

Consultant shall list compensation requirements below:

The undersigned signatory for the bidder represents and warrants that he/she has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN SIX (6) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR FUND DEVELOPMENT COORDINATOR
SPECIFICATION NO. 07-252

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

**PROPOSAL
FOR
FUND DEVELOPMENT COORDINATION SERVICES
(FUNDRAISING CONSULTANT)**

1. GENERAL NOTICE

- 1.1 The City of Lincoln (City) in partnership with the Lincoln Parks Foundation (Foundation) desires to secure professional services of a fund development coordinator to provide fundraising services for the City of Lincoln Parks and Recreation Department and the Lincoln Parks Foundation, and administrative services for the Lincoln Parks Foundation.
- 1.2 Sealed proposal for these services will be received by the City of Lincoln, Purchasing on or before **12:00 noon, Wednesday, August 29, 2007** in the office of the Purchasing Agent, at 440 South 8th Street, Suite 200, Lincoln, NE 68508
 - 1.2.1 The City will read only the names of those submitting proposals, not the fees.
- 1.3 Those submitting proposals should take caution if U.S. mail or mail delivery services are used for the submission of proposal.
 - 1.3.1 Mailing should be in sufficient time for proposals to arrive in purchasing prior to the time and date specified.
- 1.4 All questions regarding the RFP are to be directed in writing to the City Purchasing Agent at: Vince Mejer, City Purchasing Agent, 440 South 8th Street, Suite 200, Lincoln, Nebraska 68508 or vmejer@lincoln.ne.gov or fax: 402-441-6513.
- 1.5 Proposals received after the established dated and time will be rejected.

2. INTENT

- 2.1 The City of Lincoln Parks and Recreation Department and the Lincoln Parks Foundation, a private non-profit organization work collaboratively on most fund development activities.
- 2.2 The Foundation in consultation with the City establishes and maintains a three-year action plan of future activities.
- 2.3 A copy of the Foundation three-year action plan, as adopted by the Foundation Board of Directors on DATE, is included with this Request for Proposals as "Attachment A".
- 2.4 The City in partnership with the Foundation seeks a qualified individual to provide professional services in fundraising to both partners and administrative support to the Lincoln Parks Foundation.
- 2.4 The City is currently seeking proposals from individuals located in Lincoln who have knowledge and prior experience to provide fund development services.
- 2.5 The City in partnership with the Lincoln Parks Foundation will select one fund development coordinator to serve the City Parks and Recreation Department and the Lincoln Parks Foundation for a period through 2011.
- 2.6 The agreement will contain a clause which will allow for cancellation within 30 days by either party upon appropriate notice.

3. SCOPE OF SERVICES

- 3.1 The services which the City and the Foundation believe may be required includes, but may not be limited to, the following fund development services:
 - 3.1.1 Feasibility Studies
 - 3.1.2 Assisting in research of possible funding sources for projects and programs
 - 3.1.3 Conceptualization of fundraising approaches and strategies
 - 3.1.4 Development of marketing and promotion efforts for fundraising campaigns and programs
 - 3.1.5 Solicitation of potential donors
 - 3.1.6 Coordination of tracking donations
 - 3.1.7 Research and preparation of grant applications
 - 3.1.8 Assist in training City staff and volunteers in fundraising activities
 - 3.1.9 Attend meetings, if appropriate or advisable, by the Parks and Recreation Director
 - 3.1.10 Work with individuals and organizations expressing in making donations or planned gifts for facility development or program delivery

- 3.2 The services which the Lincoln Parks Foundation believes may be required includes, but may not be limited to the following fund development and administrative services:
 - 3.2.1 Coordination of planning one or more annual fundraising/recognition events
 - 3.2.2 Development and marketing of materials for planned giving
 - 3.2.3 Assisting in strategic planning and monitoring and updating of three-year action plan
 - 3.2.4 Providing administrative support the Board and committees
 - 3.2.5 Assisting the Board in training and board development
 - 3.2.6 Attending Board meetings and other meetings during normal business hours and at other times as necessary.

4. QUALIFICATIONS

- 4.1 Demonstrated proficiency in research, analysis, synthesis and presentation of information in oral and written forms
 - 4.1.1 Ability to prepare business communications
 - 4.1.2 Ability to prepare printed materials used in fundraising activities
 - 4.1.3 Ability to make oral presentations to civic groups and other audiences
 - 4.1.4 Ability to meet and communicate effectively with prospective donors
- 4.2 Knowledge of Parks and Recreation programs and facilities
- 4.3 Knowledge of individuals and organizations in the community who have wealth or the ability to influence charitable giving
- 4.4 Experience in soliciting donations
- 4.5 Experience in providing staff/administrative support to volunteer boards or committees
- 4.6 Ability to work a non-traditional and flexible work schedule including weeks and evenings

5. GENERAL AND SPECIFIC INFORMATION REQUIRED

- 5.1 All statements of qualifications should provide responses to the following general and specific information:
 - 5.1.1 A brief statement of interest and prior experience demonstrating vision, integrity, capability and experience to perform the services being requested by the City and the Lincoln Parks Foundation
 - 5.1.2 Please describe your experience in preparing business correspondence and written marketing or promotional materials
 - 5.1.3 Please describe your experience in soliciting donations
 - 5.1.4 Please describe your experience in public speaking
 - 5.1.5 Please describe your experience providing staff/administrative support to volunteer committees or boards
 - 5.1.6 Please provide a listing of special marketing approaches, or services
 - 5.1.7 Please describe your availability for the services being requested, and provide a proposed amount of total annual compensation you would require to provide the requested services
 - 5.1.7.1 The City is willing to provide office space, a desk telephone, a computer, and office support.
 - 5.1.7.2 Please indicate if you will need this space, equipment and staff support.
 - 5.1.8 Please provide the names and telephone numbers of three individuals who are familiar with your professional experience that would be applicable to services required.
- 5.2 Proposals will be reviewed by a selection committee, and presentations will be scheduled with the individuals associated with the three top proposals.
- 5.3 Selection will be based upon prior professional experience applicable to the qualifications described in Section 4.

6. OTHER GENERAL INFORMATION

- 6.1 The City reserves the right to accept or reject any or all proposals.
- 6.2 All submissions will be final and may not be changed once received.
- 6.3 The City reserves the right to select the individual most responsive to this Request for Proposals, or which it otherwise concludes will do the best, most cost effective job for them.
- 6.4 The City reserves the right to negotiate fees and services submitted.

7. AWARD OF CONTRACT

- 7.1 A Contract may be negotiated with the contractor whose proposed is determined to be most responsive to the needs of the City and the Lincoln Parks Foundation.
 - 7.1.1 It is anticipated that a three-party contract will be executed involving the contractor, the City and the Lincoln Parks Foundation
- 7.2 Award of a contract may be made without discuss after proposals are received.
 - 7.2.1 Proposals should, therefore, be submitted initially in the most favorable terms, form both price and technical perspectives.
- 7.3 Selected individual will be classified as an independent contractor, not an employee of the City.

8. PACKAGING

- 8.1 Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time.
- 8.2 The proposal shall be firmly wrapped an securely sealed, addressed to the Purchasing Agent as in Legal notice and section 1.4 above, and clearly marked **PROPOSAL FOR FUND DEVELOPMENT COORDINATOR, RFP No. 07- 252.**
- 8.3 The City will not be responsible for premature opening of proposals not properly labeled.

9. DULY AUTHORIZED SIGNATURE

- 9.1 The proposal must contain the signature of a duly authorized officer or agent of the Respondent's organization, empowered with the right to bind the Respondent.
- 9.2 The Respondent must also provide evidence of the authority of the officer or agent to bind the Respondent.

10. RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS

- 10.1 The City is not liable for any cost incurred by Respondent associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.
- 10.2 The City is also not responsible to a successful bidder for any costs associated with the preparation of a proposal or the negotiation of a Professional Services Agreement.

11. PROPOSALS BINDING

- 11.1 Respondents are advised that proposals shall be binding upon the Respondent for ninety (90) calendar days from the proposal due date.
- 11.2 A respondent may withdraw or modify his/her proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.
- 11.3 All material provided to the City during the RFP process and contract negotiation and administration should be expected to be used without restriction by the City in the future.
- 11.4 In the event that a proposal is rejected, the City reserves the right to use any concepts or ideas contained in the proposal without incurring any liability.

12. NOTIFICATION

- 12.1 Each respondent submitting a proposal in response to this RFP will be notified in writing as to acceptance or rejection of his/her proposal.
- 12.2 The City expects to release letters within ninety (90) days of the proposal submission date.
- 12.3 The City may delay this action if it is deemed to be in the best interests of the City.

13. EVALUATION PROCESS

- 13.1 The evaluation team will use all facts, information and data available to finalize its evaluation.
- 13.2 On the basis of the technical and cost response to this RFP and subsequent evaluation activities, the selection committee will look to selection one (1) individual to provide the required services of this RFP.
- 13.3 The City reserves the right to reject any and all proposals.
- 13.4 Failure of the Respondent to provide any information requested in this RFP may result in disqualification of the proposal.
- 13.5 The selection committee's sole objective will be to recommend the award of a contract to the Respondent whose proposal is most responsive to the needs of the City and the Lincoln Parks Foundation, and is most advantageous to the City and the Lincoln Parks Foundation based on evaluation criteria described below.

- 13.6 Proposals will be judged on the information provided in the proposal submission or provided in response to interview questions, if interviews are conducted.
- 13.7 The following criteria will be used to evaluate proposals:
 - 13.7.1 Ability to undertake the Scope of Services
 - 13.7.2 Level of experience, credentials and qualifications of the respondent
 - 13.7.3 Fees, estimated expenses and timeliness
 - 13.7.4 Creativity
 - 13.7.5 Oral presentations (if required) will likely be conducted in September, 2007 at the Parks and Recreation Administration office.

14. SPECIAL CONDITIONS

- 14.1 The contract will require terms and conditions including but not limited to performance of services entirely at the bidders risk, nondiscrimination in employment, and indemnification to the City from all claims, demands, and actions, arising from the individual bidder's actions, errors or omissions.
- 14.2 In case of any lawsuits, the laws of the State of Nebraska shall apply.
- 14.3 Proof of General Liability (naming the City as additional insured) and Professional Liability Insurance in the amount of \$1,000,000 will be required, as well as Workers Compensation Insurance.

Lincoln Parks Foundation Three-Year Action Plan

Year One B 2006

- Select new logo as part of the Abranding@ effort for the Foundation.
- Launch Foundation website.
- Review and update by-laws.
- Recruit additional Board members as guided by the updated by-laws, and review of profile of current Board members.
- Designate Trustees as guided by the updated by-laws.
- Recruit a part-time administrative staff person.
- Formalize the relationship between the Foundation and the Friends of the Nature Center.
- Provide staff support to the fundraising effort for renovation of the Antelope Park Rose Garden.
- Provide staff support to the fundraising effort for the Sherman Field Entry Plaza.
- Initiate annual donor recognition event.
- Research and develop a Foundation membership program.
- Continue to market programs (i.e., One Flower Forever, Paving the Path) to build the endowment fund for the Sunken Gardens.

Year Two B 2007

- Initiate the Foundation membership program.
- Initiate annual meeting involving Board members, Trustees, and membership.
- Develop and initiate a program to encourage planned giving through the Foundation.
- Develop and initiate the "Art's in the Garden" as a public art program complimenting the Sunken Gardens and the Antelope Park Rose Garden.
- Provide staff support to the fundraising effort for the Sherman Field Entry Plaza.
- Continue to market programs (i.e., One Flower Forever, Paving the Path) to build the endowment fund for the Sunken Gardens.
- Conduct feasibility study for campaign for park enhancements associated with the Antelope Valley Project.

Year Three - 2008

- Continue to market and develop Foundation membership program.
- Continue annual donor recognition meeting, and annual Trustee/membership meeting.
- Continue to promote the program to encourage planned giving through the Foundation.
- Continue to market programs (i.e., One Flower Forever, Paving the Path, Arts in the Garden) to build the endowment fund for the Sunken Gardens.
- Lead fund raising campaign for park improvements associated with the Antelope Valley project.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City's website.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

- 8.5 A committee will be assigned the task of reviewing the proposals received.
- 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential

information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

- 12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.